



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

State of Delaware

Request for Proposal

Cellular and Data Equipment & Services

Contract No. GSS15384-CELL_DATA_SVC

June 10, 2015

**- *Deadline to Respond* -
Wed. July 8, 2015
*1:00 PM (Local Time)***

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

CONTRACT NO. GSS15384-CELL_DATA_SVC

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for Cellular and Data Equipment and Service .The proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. GSS15384-CELL_DATA_SVC

- I. Introduction
- II. Scope of Work
- III. Format For Proposal
- IV. Proposal Evaluation Procedures
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- VI. Definitions and General Provisions
- VII. Proposal Reply Section
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 - h. Attachment 8 – Monthly Usage Report
 - i. Attachment 9 – Subcontracting (2nd tier spend) Report
 - j. Attachment 10 – Office of Supplier Diversity Certification Application
 - k. Attachment 11 – Bond Form
 - l. Attachment 12 – Proposal Reply Requirements
 - m. Appendix A – Scope of Work details
 - n. Appendix B – Bid Quotation Reply Section
 - o. Appendix C – Current Utilization spreadsheet

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope **clearly displaying the contract number and vendor name** by **Wed., July 8, 2015 1:00 p.m.** (Local Time) to be considered.

Proposals must be mailed to:

**State of Delaware
Government Support Services
Contracting Section
100 Enterprise Place, Suite 4
Dover, DE 19904-8202**

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal (RFP). Should you need additional information, please call Roxann Parker at 302-857-4555 or email Roxann.parker@state.de.us .

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I. INTRODUCTION

A. PURPOSE

The purpose of this Request for Proposal is to obtain sealed proposals to meet the State of Delaware's need for both digital wireless voice and airtime services.

It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract to implement a program to provide cellular voice and broadband mobile data services for the State of Delaware.

1. COMPETITIVE SEALED PROPOSAL

It has been determined by Director, Government Support Services, pursuant to **Delaware Code Title 29, Chapter 6924 (a)** that this solicitation be offered as a request for competitive sealed proposals because the use of competitive sealed bidding is not practical and/or not in the best interest of the State. The use of competitive sealed proposals is necessary to:

- Use a contract other than a fixed-price type; or
- Conduct oral or written discussions with vendors concerning technical and price aspects of their proposals; or
- Afford vendors an opportunity to revise their proposals through best and final offers; or
- Compare the different price, quality and contractual factors of the proposals submitted; or
- Award a contract in which price is not the determining factor.

2. CONTRACT REQUIREMENTS

This contract will be issued to cover the Cellular and Data Equipment and Services requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, Municipality, Volunteer Fire Company or higher education entity receiving state funds. Furthermore, this contract shall be accessible to all other entities as identified by Del. Code, Chapter 69, Title 29 § 6910.

3. MANDATORY USE CONTRACT

REF: Title 29, Chapter 6911(d) Delaware Code. All Covered Agencies as defined in 29 Del. C. §6902(6) shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, school districts, and the Legislative Branch are specifically exempted from the requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 Del. C. §6904(l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Request for Proposals.

4. COOPERATIVE USE OF AWARD

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract

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for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

5. MULTIPLE SOURCE AWARD

The Agency reserves the right to award this contract to more than one vendor pursuant to 29 Del.C. §6926. Government Support Services reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

6. CONTRACT PERIOD

Each Vendor's contract shall be valid for a two (2) year period from October 1, 2015 through September 30, 2017. Each contract may be renewed for three (3) one (1) year periods through negotiation between the Vendor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

B. KEY RFP DATES/MILESTONES

The following dates and milestones apply to this RFP and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid proposal and award process.

Activity	Due Date
RFP Availability to Vendors	Wed., June 10, 2015
Mandatory Pre-bid Conference	NA
Written Questions Due No Later Than (NLT)	Tue. June 16, 2015 4:00 p.m. local time
Written Answers Due/Posted to Website NLT	Fri. June 26, 2015
Proposals Due NLT	Wed. July 8, 2015 1:00 p.m. local time
Public Proposal Opening	Wed. July 8, 2015 1:00 p.m. local time
Proposal Evaluation/Presentations as required	To be determined
Vendor Best & Final Discussions, as required	To be determined
Contract Award/Negotiations	Will occur within 90 days of bid opening

C. INQUIRIES & QUESTIONS

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Request for Proposal.

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by 4:00 p.m. local time, Tue., June 16, 2015. All questions will be answered in writing by Fri., June 26, 2015 and posted on <http://bids.delaware.gov/> website. All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

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D. RFP DESIGNATED CONTACT

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Roxann M. Parker
State of Delaware
Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
or
Roxann.parker@state.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

E. CONTACT WITH STATE EMPLOYEE

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

II. SCOPE OF WORK

A. OVERVIEW

The Vendor(s) shall provide all equipment, materials and labor to supplement the State of Delaware's need for both digital wireless voice devices and airtime services as described herein. The contract will require the Vendor(s) to cooperate with the ordering agency to insure the State receives the most current state-of-the-art material and/or services.

B. BACKGROUND

The State of Delaware has over 5000 active wireless voice and data device users. The current service is provided by Verizon Wireless with a monthly aggregate bill averaging over \$200,000 a month, for the past five months.

C. STATEMENT OF NEEDS

The State is seeking quality wireless equipment and services at the lowest cost available, and provided to the State in a timely and efficient manner.

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D. DETAILED REQUIREMENTS

The technical requirements of this RFP are stated in Appendix A, Scope of Work Details. Vendors must provide pricing for the items described and listed in the Bid Quotation Reply Section.

III. FORMAT FOR PROPOSAL

A. INTRODUCTION

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each Vendor must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

B. PROPOSAL RESPONSE

The Request for Proposal may contain pre-printed forms for use by the vendor in submitting its proposal. The forms required by this solicitation shall be considered mandatory, prevailing documents.

When preprinted forms are used, the forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, as applicable.

The Vendor's proposal shall be written in ink or typewritten on the form provided, and any corrections or erasures MUST be initialed by vendor's representative completing the bid submission.

If items are listed with a zero quantity, Vendor shall state unit price ONLY (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

Vendors' proposal must respond to each and every requirement outlined in the RFP criteria in order to be considered responsive. Proposals must be clear and concise.

C. NON-CONFORMING PROPOSALS

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

D. CONCISE PROPOSALS

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

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E. COVER LETTER

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Vendor's ability to provide the services specified in the RFP. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with Government Support Services.

F. TABLE OF CONTENTS

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

G. DESCRIPTION OF SERVICES AND QUALIFICATIONS

Each proposal must contain a detailed description of how the Vendor will provide the goods and services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Vendor will provide that are not mentioned in this RFP.

H. DISCOUNT

Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated into unit bid price(s).

I. SAMPLES OR BROCHURES

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

J. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

K. BID BOND REQUIREMENT

The Bid Bond requirement has been waived.

L. PERFORMANCE BOND REQUIREMENT

The Performance Bond requirement has waived.

M. NUMBER OF COPIES WITH MAILING OF PROPOSAL

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with two (2) paper copies and four (4) electronic copies on CD or DVD media disk. One

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of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring a vendor signature. The remaining copies do not require original signatures. CD or DVD media disk must also contain the completed Appendix B Excel sheets, in Excel format.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than 1:00 PM (Local Time) on Wed., July 8, 2015. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**State of Delaware
Government Support Services
Contracting Section
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Attn: Roxann Parker**

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Any proposal received after the date and time deadline referenced above shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

The State reserves the right to award the proposed contract to multiple Vendors if the Head of the Agency determines that such an award is in the best interest of the State.

N. PROPOSAL EXPIRATION DATE

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through the ninety (90) day evaluation period. Delaware reserves the right to ask for an extension of time if needed.

O. WITHDRAWAL OF PROPOSALS

A Vendor may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

P. PROPOSAL MODIFICATIONS

Any changes, amendments or modifications to a submitted proposal requires that the original proposal be withdrawn, **prior** to the time set for the submission of the proposal, and a new proposal submitted **prior** to the deadline for submission of proposals.

Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

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Q. LATE PROPOSALS

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

R. ADDENDA TO THE REQUEST FOR PROPOSAL (RFP)

If it becomes necessary to revise any part of this RFP, revisions will be posted at <http://bids.delaware.gov/>. By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Request for Proposal.

S. INCURRED EXPENSES

The State will not be responsible for any expenses incurred by the Vendor in preparing and submitting a proposal.

T. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Vendor's offer to meet the requirements of the RFP.

U. DISCREPANCIES AND OMISSIONS

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

V. EXCEPTIONS

Bidders may elect to take **minor exception** to the terms and conditions of this RFP by completing Attachment 3. Government Support Services shall evaluate each exception according to the intent of the terms and conditions contained herein, but Government Support Services must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

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Exceptions must be submitted utilizing Attachment 3 to be considered. Exceptions listed elsewhere in the Vendor's proposal will not be considered. Government Support Services maintains sole discretion to reject any vendor exceptions that are submitted.

W. BUSINESS REFERENCES

Business references are to be provided via Attachment 6.

X. DOCUMENT(S) EXECUTION

All vendors must complete and submit with its proposal the non-collusion statement that is enclosed with this Request for Proposal labeled as Attachment 2. The awarded vendor(s) will be presented with the contract form for signature and seal, if appropriate. Both of these documents shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with Government Support Services.

The State of Delaware requires completion of the [Delaware Substitute Form W-9](#) to make payments to vendors. Successful completion of this form enables the creation of a State of Delaware vendor record. The Taxpayer ID (SSN or EIN) and Applicant (vendor) name are submitted to the Internal Revenue Service for "matching." If the Taxpayer ID and name do not match, the vendor record cannot be approved.

It is the applicant's responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services.

Any questions about completing this form or specific comments about a form that you have submitted, please contact vendor services by phone at 302-672-5000.

Y. SUBCONTRACTS

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal using Attachment 7.

Z. CONFIDENTIALITY

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq. \("FOIA"\)](#). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA's public disclosure obligations.

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The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

AA. ATTACHMENTS

Attachment 1 – No Proposal Reply Form
Attachment 2 – Non-Collusion Statement
Attachment 3 – Exceptions
Attachment 4 – Company Profile and Capabilities
Attachment 5 – Confidentiality and Proprietary Information
Attachment 6 – Business References
Attachment 7 – Subcontractor Information Form
Attachment 8 – Monthly Usage Report
Attachment 9 – Subcontracting (2nd Tier Spend) Report
Attachment 10 – Office of Supplier Diversity Certification Application
Attachment 11 – Bond Form **Bond has been Waived**
Attachment 12 – Proposal Reply Requirements
Appendix A – Scope of Work details
Appendix B – Utilization spreadsheet

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PROPOSAL EVALUATION PROCEDURES

A. GENERAL ADMINISTRATION

1. STATE'S RIGHT TO REJECT PROPOSALS

Government Support Services reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever is determined to be the most advantageous to the State of Delaware. Vendors submitting proposals may be afforded an opportunity for discussion. Vendors may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible Vendors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing Vendors during the negotiation process.

2. STATE'S RIGHT TO CANCEL SOLICITATION

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

3. FORMAL CONTRACT AND/OR PURCHASE ORDER

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, email, fax or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

4. DELIVERY OF PROPOSALS

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the Vendor as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address stated in this RFP. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the applicable addresses also stated in this RFP. All bids must clearly display the bid number on the envelope.

**State of Delaware
Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Attn: Roxann Parker**

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All proposals will be accepted at the time and place set in the RFP. Vendor bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

5. PUBLIC OPENING OF PROPOSALS

The proposals shall be publicly opened at the time and place specified by the Agency. Vendors or their authorized representatives are invited to be present.

Only the vendor's name and address will be read aloud during the bid opening process.

6. DISQUALIFICATION OF VENDORS

Any one or more of the following causes may be considered as sufficient for the disqualification of a vendor and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among vendors.
- c. Unsatisfactory performance record as evidenced by past experience with the State of Delaware or on a State of Delaware central contract.
- d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last five (5) years.
- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- g. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.

7. AUTHORITY OF AGENCY

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

8. OR EQUAL (PRODUCTS BY NAME)

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

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B. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR

Government Support Services shall award this contract to the most responsible and responsive vendor who best meets the terms and conditions of the proposal.

1. Rejection of individual proposals. -- A proposal may be rejected for 1 or more of the following reasons:
 - a. The person responding to the solicitation is determined to be nonresponsive or non-responsible;
 - b. It is unacceptable;
 - c. The proposed price is unreasonable; or
 - d. It is otherwise not advantageous to the State.
2. Vendors whose proposals are rejected as non-responsive shall be notified in writing about the rejection.
3. Responsibility of vendors. -- It shall be determined whether a vendor is responsible before awarding a contract. Factors to be considered in determining if a vendor is responsible include:
 - a. The vendor's financial, physical, personnel or other resources, including subcontracts;
 - b. The vendor's record of performance and integrity;
 - c. Any record regarding any suspension or debarment;
 - d. Whether the vendor is qualified legally to contract with the State;
 - e. Whether the vendor supplied all necessary information concerning its responsibility; and
 - f. Any other specific criteria for a particular procurement which an agency may establish
4. If a vendor is determined to be non-responsible, the vendor shall be informed in writing.
5. The State reserves the right to waive minor irregularities, or request additional information before determining the responsiveness of the Vendor. All Vendors will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

C. PROPOSAL EVALUATION COMMITTEE

The Proposal Evaluation Committee ("Committee") is comprised of representatives of the State of Delaware.

The Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.

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Government Support Services reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

D. REQUIREMENTS OF THE VENDOR

The purpose of this section is to assist the Proposal Evaluation Committee to determine the ability of the organization to provide the materials and services described in the application. The proposal response should contain at a minimum the following information:

E. CRITERIA AND SCORING

	EVALUATION CRITERIA		
		PERCENTAGE	POINTS
1.	The Service Area Coverage		145
2.	The Compliance to Bid Specifications without taking exception.		100
3.	The equipment and service warranty		50
4.	The demonstrated experience in providing equipment/services of comparable specifications/scope, value and prior history of service and references.		50
5.	The price proposal, pricing structure and/or total proposal cost.		155
	TOTAL SCORE	100%	500

EVALUATION CRITERIA

1. Service Area Coverage **145 POINTS**

Bidder must provide coverage maps showing their system coverage within the Local Toll Free area as defined in the specifications. Preference will be given to the system that provides complete and continuous coverage over the entire defined Local Toll Free service area.

2. Compliance to Bid Specifications **100 POINTS**

The extent to which the Bidder agrees to Delaware's basic contract terms and required provisions without seeking exception. Offerer will be asked to provide sample pricing and provide other deliverables as part of this bid. Preference will be given for completeness to all requirements of the bid specification, such as, example pricing, product information, "state-of-the-art" digital technology, etc.

3. Warranty **50 POINTS**

Bidder shall provide equipment and service warranty information with their bid response. Preference will be given to Bidder who includes extended warranty with all of their equipment to include such things as, damage due to water or cracked screen or lose of the unit. The warranty duration, warranty completeness and manufacturer's reputation are also very important.

4. Experience and Prior history of service **50 POINTS**

Bidder must have prior experience in providing Wireless Telecommunications services. Bidder shall provide at least three (3) current customer references of equal size service. References will be checked.

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5. Price

155 POINTS

Bidder must provide detailed quotes of all pricing items described and listed in the BID QUOTATION REPLY SECTION. Price scoring will be based on responses to the plans outlined in the Scope of Work, Section 1.4.3., and adjusted for any discounts provided. Additionally, the State reserves the right to make preferential adjustments to the price scoring that includes equipment and accessories as requested in the Scope of Work.

Procurement Evaluation Committee members will assign up to the maximum number of points listed for each of the criteria listed above. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Committee members.

BEST AND FINAL OFFERS

Once the proposals have been evaluated and negotiations have been held with the vendor(s) determined to be likely to receive an award, the Procurement Evaluation Committee issue a request for Best and Final Offers from the vendor(s).

F. REFERENCES

The Committee may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

G. ORAL PRESENTATIONS

Selected vendors may be invited to make oral presentations to the Committee. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

IV. MANDATORY PREBID MEETING

A mandatory pre-bid meeting has not been established for this Request for Proposal.

V. DEFINITIONS AND GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each Request for Proposal. The requirement to furnish a bid bond and performance bond is applicable unless waived. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Vendors or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

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A. DEFINITIONS: Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

BIDDER OR VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

BID INVITATION: The "invitation to bid" or "Request for Proposal" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

BOND: The approved form of security furnished by the Vendors and its surety as a guaranty of good faith on the part of the Vendor to execute the work in accordance with the terms of the contract.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

DESIGNATED OFFICIAL: The agent authorized to act for an Agency.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

OPPORTUNITY BUY: A special offer from a supplier that is usually associated with a limited time to respond.

PROPOSAL: The offer of the Vendor submitted on the approved form and setting forth the Vendor's prices for performing the work or supplying the material or equipment described in the specifications.

RFP: Request for Proposal.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the Vendor's payments of all debts pertaining to and for its acceptable performance of the work for which he has contracted

VENDOR'S DEPOSIT: The security designated in the proposal to be furnished by the Vendor as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to it.

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B. GENERAL PROVISIONS

1. INTERPRETATION OF ESTIMATES/QUANTITIES

- a. Unless stated otherwise, the quantities given in the RFP are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.
- c. Vendor usage reports for previous awards may be found at <http://gss.omb.delaware.gov/contracting/calpha.shtml> . Past usage shall not be considered a guaranteed future volume.

2. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

3. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

The Vendor shall examine carefully the proposal and the contract forms for the material contemplated. The Vendor shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of any Special Provisions in the RFP and the contract. The submission of a proposal shall be conclusive evidence that the Vendor has made examination of the aforementioned conditions.

4. PRICES QUOTED

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract. All prices quoted must be in U.S. Dollars.

All vendors that maintain a core list of products under this contract shall maintain the appropriate negotiated prices on their core list. Vendors shall routinely offer to add to the core list materiel that has been identified as necessary. The Vendors are expected to routinely update any changes to the core list with the appropriate discounts listed.

Any adjustments to a core list must receive prior written approval from the State before a core list can be changed by the Vendor. Changes include but are not limited to the migration of items on and off the core list as well as any price adjustments from the original agreed upon pricing.

5. PUBLIC INSPECTION OF PROPOSALS

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State

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of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

6. LAWS TO BE OBSERVED

The Vendor is presumed to know and shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Vendor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself, by its employees, or by its subcontractor(s).

7. SEVERABILITY

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

8. PERMITS AND LICENSES

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Vendor at its own expense.

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9. PATENTED DEVICES, MATERIAL AND PROCESSES

- a. The Vendor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The Vendor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

10. EMERGENCY TERMINATION OF CONTRACT

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the Vendor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

11. TAX EXEMPTION

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Vendor. Each Vendor shall take its exemption into account in calculating its bid for its work.

12. INVOICING

After the awards are made, the agencies participating in the bid may forward their purchase orders ("P.O.") to the successful Vendor(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an acceptable invoice from the vendor.

13. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any employee or applicant for employment with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees

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are treated equally during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

b. During the performance of this contract, the contractor agrees as follows:

1. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin."

- c.** The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

14. PRICES

Prices and/or rates shall remain firm for the initial two (2) year term of the contract, unless further negotiations are deemed necessary by the State.

The pricing policy that you choose to submit must address the following concerns:

- a.** The structure must be clear, accountable and auditable.
- b.** It must cover the full spectrum of services required.
- c.** Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

15. COOPERATIVES

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

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16. PRICE ADJUSTMENT

The Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this contract beyond the initial two (2) year period, Government Support Services shall have the option of offering a determined price adjustment that shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

17. SHIPPING TERMS

FOB Destination, freight prepaid.

18. ELECTRONIC CATALOG

At the discretion of Government Support Services, the successful vendor(s) may be required to submit their items list in an electronic format designated by the State.

By example, but not limited to, the following items may be required:

- Electronic catalogs,
- Electronic catalogs converted to a CSV format with contract specific pricing,
- Items designated by commodity/classification code: United Nations Standard Products and Services Code (UNSPSC), and/or
- A unique item ID for all items in your system and/or our award.

19. INDEPENDENT CONTRACTORS

The parties to any contract from this solicitation shall be independent contractors to one another, and nothing herein shall be deemed to cause the agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

20. TEMPORARY PERSONNEL ARE NOT STATE EMPLOYEES UNLESS AND UNTIL THEY ARE DIRECTLY HIRED

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision

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of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

21. ACA SAFE HARBOR

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

22. FUNDING OUT or NON-APPROPRIATION

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

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23. MANDATORY INSURANCE REQUIREMENTS

As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

- a. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,
and
- b. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 aggregate,
or
- c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,
and
- d. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to other,
and
- e. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.

Before any work is done with the State, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**State of Delaware
Government Support Services
Contract #GSS15384-CELL_DATA_SVC
100 Enterprise Place, Suite 4
Dover, DE 19904-8202**

Note: The State of Delaware shall not be named as an additional insured.

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

24. STATE OF DELAWARE BUSINESS LICENSE

Prior to receiving an award, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: 302-577-8778.

<http://revenue.delaware.gov/services/BusServices.shtml>

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Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

25. INDEMNIFICATION

- a. **General Indemnification**: By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or part, to the State, its employees or agents.
- b. **Proprietary Rights Indemnification**: Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

1. Procure the right for the State of Delaware to continue using the Product(s);
2. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
3. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

26. NON-PERFORMANCE

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the Vendor. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

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27. FORCE MAJEURE

Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

28. VENDOR NON-ENTITLEMENT

State of Delaware Vendors for Materiel and for Services shall not have legal entitlement to utilize any Central Contract held by the State of Delaware. The Vendors may not seek business from another Vendors' Central Contract for the purpose of preparing a bid or proposal to the State of Delaware. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract unless they are considered a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code or otherwise permitted by law.

This is not a prohibition from any Vendor choosing to work with another Vendor who holds a State Central Contract for private business.

29. OPPORTUNITY BUYS

The Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a central contract. See http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_flowchart.pdf. The Director will afford any vendor on an existing central contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

30. I FOUND IT CHEAPER

Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any State employee or Vendor to identify a lower price for material and or services for consideration despite the existence of a central contract. See http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_found_cheaper_flowchart.pdf. The Director will afford any Vendor on an existing central contact an opportunity to match or to beat the I Found It Cheaper suggestion and if not matched or beaten, approve the purchase via a waiver.

31. REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels, if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Attachment 8) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an

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attachment to vendorusage@state.de.us . Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Attachment 9.

Accurate 2nd Tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

32. ORDERING PROCEDURE

Successful Vendors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the awarded vendor directly for all required resources. All consumables delivered by the Vendor and received by a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, email, fax or computer on-line systems.

33. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS15384-CELL_DATA_SVC on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

34. BILLING

The Vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number. For example, if Delaware State Police ordered phones and services, then the Delaware State Police would be the recipient of all bills for goods and services. The Vendor shall not charge a late fee that exceeds more than mandated in 29 Del. C §6516, currently one percent (1%) per month, not to exceed twelve percent (12%) per annum.

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Agencies will make every effort to achieve available discount opportunities under this contract. Vendors shall be required to report semi-annually opportunities to enhance the discounts achieved.

35. METHOD OF PAYMENT

- a. For each P.O. issued as part of this contract, the State will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Vendor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

- b. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.
- c. The agencies or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ACI or check. Should a Vendor wish to provide a financial incentive to not process payment by P-Card in their proposal, they are to prepare their proposals to clearly outline any incentives for alternative payment methods the Vendor is willing to accept.

36. PRODUCT SUBSTITUTION

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the Agency to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

If a substitution is granted by the state, the Vendor must update its core list and maintain said list in a timely manner.

37. SCHEDULE FOR PERFORMANCE OF WORK

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Vendor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

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38. VENDOR RESPONSIBILITY

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 7, and are subject the approval and acceptance of Government Support Services.

39. VENDOR- OWNED RENTAL EQUIPMENT AND SUPPLIES REMOVAL

The awarded Vendor shall remove all rental equipment and supplies from the event location (s) no later than an agreed to date once all contract obligations by the Vendor have been met.

40. ENVIRONMENTAL PROCUREMENT REQUIREMENTS

- a. Energy Star - If applicable, the Vendor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.
- b. Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.
- c. Vendors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).
- d. Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award. The State Environmental Procurement Policies may be found:
<http://www.gss.omb.delaware.gov/contracting/documents/environmentally-preferred-purchasing-policy.pdf>

41. PERSONNEL, EQUIPMENT AND SERVICES

- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 7 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 7 must be approved in writing by the State.

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42. FAIR BACKGROUND CHECK PRACTICES

Pursuant to 29 Del. C. [§6909B](#) and effective November 4, 2014, the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

43. VENDOR BACKGROUND CHECK REQUIREMENTS

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at:
<https://desexoffender.dsp.delaware.gov/SexOffenderPublic/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

44. MINIMUM WAGE RATES

Work performed under this solicitation may fall under the State of Delaware Minimum Wage Rates or the Delaware Prevailing Wage rates. Prior to issuing a purchase order, the ordering agencies must obtain from the Department of Labor a determination if prevailing wage applies to the project and, if appropriate, what the applicable prevailing wage rates would be for the work to be performed. No work shall proceed without a determination by the Department of Labor. Request for prevailing wage certification can be found at: <http://dia.delawareworks.com/labor-law/prevailing-wage.php>.

45. PREVAILING WAGE

The prevailing wage law, 29 Del.C. [§6960](#), is enforced by the Department of Labor and states that the specifications for every contract or aggregate of contracts relating to a public works project in excess of \$100,000 for new construction (including painting and decorating) or \$15,000 for alteration, repair,

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renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed.

46. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

As a central contract, the contract resulting from this RFP shall include individual orders from state agencies and other entities authorized by law to procure from this contract. The individual orders may be terminated as follows:

- a. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.
- b. **Termination for Convenience:** The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.
- c. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

47. TERMINATION OF CONTRACT

As a central contract, the contract resulting from this RFP may be terminated as follows by Government Support Services.

- a. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that

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event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have not less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

- b. **Termination for Convenience:** The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.
- c. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

48. CHANGES

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the Agency and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.

49. INTEREST OF VENDOR

The Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Vendor further covenants, that in the performance of this contract, no person having any such interest shall be employed.

50. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under

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this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the Vendor for anything other than their intended purpose under this Contract. The Vendor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

51. RIGHTS AND OBLIGATIONS

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project or order.

52. ASSIGNMENT OF ANTITRUST CLAIMS

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired for the State pursuant to this contract.

53. TESTING AND INSPECTION

The State of Delaware reserves the right to conduct any test or inspection it may deem necessary to insure equipment, materials and services conform to contract requirements.

54. COVENANT AGAINST CONTINGENT FEES

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

55. GRATUITIES

- a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and
- b. In the event this contract is terminated pursuant to subparagraph "a", the State shall be entitled (i) to pursue the same remedies against the Vendor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the

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sole discretion of the State.

56. AFFIRMATION

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

57. AUDIT ACCESS TO RECORDS

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

58. REMEDIES

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Vendor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

59. SUBCONTRACTS

Subcontracting is permitted under this RFP and contract. However, every subcontractor or reseller shall be identified in the Proposal (Attachment 7) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The Vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

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60. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

61. CONTRACT DOCUMENTS

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any Vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instruction

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62. ASSIGNMENT

This contract shall not be assigned except by express prior written consent from the Agency.

63. NOTICE

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**State of Delaware
Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904-8202**

64. VENDOR EMERGENCY RESPONSE POINT OF CONTACT

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

65. NO PRESS RELEASES OR PUBLIC DISCLOSURE

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

66. UNIVERSAL SERVICE FUND (USF), E-RATE, AND RURAL HEALTH CARE PROGRAM:

All services and products requested within this RFP will be made available to schools and libraries statewide and must therefore meet all E-Rate guidelines for eligible services and products, service providers, and contracts. A provider's failure to prove eligibility for E-Rate will eliminate them from consideration for these contracts. A provider's failure to commit to all required participation guidelines will eliminate them from consideration. The E-Rate benefit to the State of Delaware is in the millions of dollars and cannot be jeopardized by introducing problems with the contracts and/or providers resulting from this RFP. Therefore, throughout this RFP there are references to E-Rate requirements, as well as potential conversion costs, as they may relate to potential delays or issues associated with establishing

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valid eligible contracts for E-Rate eligible customers statewide. Because the use of the resulting contracts by the K-12 schools and libraries is at their option, no usage or inventory information can be made available.

As the result of the Telecommunications Act of 1996, Congress directed the Federal Communications Commission (FCC) to “establish competitively neutral rules to enhance, to the extent technically feasible and economically reasonable, access to advanced telecommunication and information services for all public and non-profit elementary and secondary school classrooms and libraries.”

The FCC then empowered the Universal Service Administrative Company (USAC) to administer the program. A division within USAC, later to become known as the Schools and Libraries Division (SLD), now administers the \$2.25 billion (annual) program known as E-Rate.

Schools and libraries must apply for eligible services, from eligible service providers, every year. The eligible services fall into one of two categories:

- 1) Telecommunications, Telecommunications Services, Internet Access
- 2) Broadband Internal Connections, Basic Maintenance, Managed Services

Price markups to libraries and K-12 schools are not allowed.

1. Bidder Requirements for Participation:

Providers of telecommunication services must meet certain qualifications to be eligible to provide the services and receive USAC reimbursement. To be an Eligible Telecommunications Provider (ETP), a USAC term used for “telecommunications carrier,” the provider must:

- Contribute to the Universal Service Fund (USF)
- Provide telecommunications services on a common carrier basis
- File an FCC Form 498, Service Provider Information Form
- Obtain a Service Provider Identification Number (SPIN) through the Form 498
- File an FCC Form 473, Service Provider Annual Certification Form, on an annual basis
- File an FCC Form 499

The FCC has determined that in order to provide Telecommunications Services (voice, video or data transport), the Service Provider must provide such services on a common carrier basis. The FCC has placed no restrictions on the Service Providers who offer Internet Access or Internal Connections services, beyond general compliance with program rules. These guidelines can be found in much greater detail by visiting <http://www.sl.universalservice.org/Bidder/manual/>.

2. Red Light Rule:

The FCC shall withhold action on any request for benefits made by any applicant or service provider that is delinquent in its non-tax debts owed to the Commission. USAC shall dismiss any outstanding requests for funding if a service provider (or applicant) has not paid the outstanding debt, or made otherwise satisfactory arrangements, within 30 days of being notified. The result of a Red Light could be that all payments are stopped on all Funding Request Numbers (FRN) and no invoices will be paid.

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3. Service Provider Responsibilities:

- To provide, as part of the RFP response, the name, phone number, fax number, and e-mail address of the person responsible for E-Rate within the Service provider's company.
 - To provide, as part of the RFP response, the Service Provider Identification Number or SPIN.
 - To maintain the Service Provider Annual Certification Form.
 - To notify the State in the event the Service provider has been subjected to the "Red Light Rule".
1. To ensure, to the best of the Service Provider's ability, that all services for which E-Rate discount is sought are indeed eligible services as described in the Eligible Services List <http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx>
 2. To abide by all E-Rate rules, regulations, and limitations as described by FCC, USAC, and SLD. For complete program overview, please visit <http://www.universalservice.org/sp/default.aspx>
 3. To access information regarding Service Provider roles and responsibilities please refer to the Universal Service Administrative Company (USAC) website for Service Providers at: <http://www.universalservice.org/sp.default.aspx>

4. E-Rate Funding:

The E-Rate funding year starts July 1st and ends June 30th of the following year. SLD generally is unable to issue Funding Commitment Decision Letters (FCDL), before the July 1st start date. Therefore, service providers will be unable to get USAC reimbursements until sometime later in the year; in some cases even in the last quarter. Most applicants simply do not have the budgets to pay full, undiscounted prices for services, especially recurring services, until the time they get notification of funding approval. Any service provider that is able to offer discounted service rates, at a rate close to the applicant's projected discount, will receive additional consideration during evaluation.

The State understands the effect that the Universal Service Fund, E-Rate, and Rural Health Care Program have on both the Local Exchange Carriers (LEC) and the Interexchange Carriers (IXC). The Bidders should detail any and all costs related to USF, E-Rate, and Rural Health Care Program, i.e., USF percentage. Information provided should specifically detail the Bidder's intent to either absorb all access reform related costs or pass these charges to the State.

- Failure to detail these costs will prevent the Contractor from having the opportunity to pass these charges to the State or its agencies and institutions. Bidders will merit higher scores in the evaluation process if they are able to absorb these costs as a part of doing business.
- Contractors not electing to absorb these costs must provide a price cap on (USF) and (PIC-C) charges to be honored throughout the length of the contract.
- All respondents will verify their familiarity with Federal and State statutory and regulatory requirements regarding the provision of telecommunications services in accordance with the Universal Service Administrative Company and the Schools & Libraries Division as it relates to the provisions of the E-Rate Program.

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C. AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF PROPOSALS

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to seek new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. MATERIAL GUARANTY

Before any contract is awarded, the successful Vendor may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. AWARD OF CONTRACT

Within ninety (90) days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. EXECUTION OF CONTRACT

The Vendor (s) to whom the award is made shall execute a formal contract within twenty (20) days after date of official notice of the award of the contract.

5. WARRANTY

The successful Vendor(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

6. THE CONTRACT(S)

The contract(s) with the successful Vendor(s) will be executed with Government Support Services acting for all participating governmental entities.

7. INFORMATION REQUIREMENT

The successful Vendor's shall be required to advise and provide Government Support Services of the gross costs associated with this contract.

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VI. PROPOSAL REPLY SECTION for CONTRACT NO. GSS15384-CELL DATA SVC

CELLULAR AND DATA EQUIPMENT AND SERVICES

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the contract number to the State of Delaware, Government Support Services by Wed., July 8, 2015 1:00 p.m. (Local Time) at which time bids will be opened.

NO MANDATORY PRE-BID MEETING

Proposals must be mailed to:

**State of Delaware
Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904-8202**

PUBLIC PROPOSAL OPENINGS

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the Vendor(s), not to serve as a forum for determining the apparent low Vendors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

After receipt of a fully executed contract(s), the Delaware public and all Vendors are invited to make an appointment with the agency in order to review pricing and other non-confidential information.

NOTE: ONLY THE VENDOR'S NAME AND ADDRESS WILL BE READ AT THE OPENING

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Attachment 1

NO PROPOSAL REPLY FORM

Contract No.: **GSS15384-CELL_DATA_SVC**

Contract Title: **CELLULAR & DATA EQUIP. & SVC.**

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.

- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.
- _____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Vendor's List **for these goods or services.**

_____ We wish to be deleted from the Vendor's List **for these goods or services.**

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 2

CONTRACT NO.: GSS15384-CELL_DATA_SVC TITLE: CELLULAR & DATA EQUIP. & SVC.
DEADLINE TO RESPOND: Wed., July 8, 2015 1:00 pm local time
NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Office of Management and Budget, Government Support Services.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Office of Management and Budget, Government Support Services.

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

COMPANY NAME _____ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE
LICENSE NUMBER _____

E-RATE SPIN NUMBER: _____

COMPANY CLASSIFICATIONS: CERT. NO.: _____	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	No
Woman Business Enterprise (WBE)	Yes	No	
Disadvantaged Business Enterprise (DBE)	Yes	No	
Veteran Owned Business Enterprise (VOBE)	Yes	No	
Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No	

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:

(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five (5) years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?
YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 4

Contract No.: GSS15384-CELL_DATA_SVC
Contract Title: CELLULAR AND DATA EQUIPMENT AND SERVICES

COMPANY PROFILE & CAPABILITIES FORM

Suppliers are required to provide a reply to each question listed below. Your replies will aid the evaluation committee as part of the overall qualitative evaluation criteria of this Request for Proposal. Your responses should contain sufficient information about your company so evaluators have a clear understanding of your company's background and capabilities. Failure to respond to any of these questions may result in your proposal to be rejected as non-responsive.

1.	Describe your experience in providing Wireless Voice Services for a similar size entity as the State of Delaware.

2.	Describe your plan to implement services and provide deliverables for the services and systems in this RFP.

3.	Explain your equipment and service warranty and extended warranty as they relate to damage due to water; cracked screens; loss of a device; etc. and including duration of warranty.

STATE OF DELAWARE
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Attachment 5

Contract No.: GSS15384-CELL_DATA_SVC
Contract Title: CELLULAR AND DATA EQUIPMENT AND SERVICES

CONFIDENTIALITY FORM

☐ By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

Confidentiality and Proprietary Information

Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 6

Contract No.: GSS15384-CELL_DATA_SVC
Contract Title: CELLULAR AND DATA EQUIPMENT AND SERVICES

BUSINESS REFERENCES FORM

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list the contract(s).

1.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	
2.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	
3.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

STATE OF DELAWARE
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Attachment 7

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. GSS15384-CELL_DATA_SVC	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

Use a separate form for each subcontractor

Attachment 8

State of Delaware - Monthly Usage Report

Contract Number / Title: _____

E-mail report to **vendorusage@state.de.us** no later than the 15th of each month for prior calendar month usage

Report Start Date: _____
Report End Date: _____
Today's Date: _____

[illegible]

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorusage@state.de.us

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 9

SAMPLE REPORT – FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																		
Subcontracting (2nd tier) Quarterly Report																		
Prime Name:							Report Start Date:											
Contract Name/Number							Report End Date:											
Contact Name:							Today's Date:											
Contact Phone:							*Minimum Required		Requested detail									
Vend or Name *	Vend or TaxID *	Contra ct Name/ Numbe r*	Vendo r Conta ct Name*	Vendo r Conta ct Phone *	Repo rt Start Date*	Repo rt End Date*	Amount Paid to Subcontract or*	Work Performed by Subcontract or UNSPSC	M/WBE Certifyi ng Agency	Veteran/Serv ice Disabled Veteran Certifying Agency	2nd tier Suppli er Name	2nd tier Suppli er Addre ss	2nd tier Suppli er Phone Numb er	2nd tier Suppli er email	Descripti on of Work Performe d	2nd tier Suppli er Tax Id	Dat e Pai d	

Note: A copy of the current 2nd Tier Usage Report will be sent by electronic mail to the Awarded Vendor

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorusage@state.de.us

CONTRACT NO. GSS15384-CELL_DATA_SVC
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Attachment 10

State of Delaware
Office of Supplier Diversity
Certification Application

The most recent application can be downloaded from the following site:

<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)

100 Enterprise Place, Suite 4

Dover, DE 19904-8202

Telephone: (302) 857-4554 Fax: (302) 677-7086

Email: osd@state.de.us

Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.
NO BID RESPONSE PACKAGES WILL BE ACCEPTED BY THE OSD.

CONTRACT NO. GSS15384-CELL_DATA_SVC
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Attachment 11

BOND HAS BEEN WAIVED

KNOW ALL MEN BY THESE PRESENTS That _____ of
_____ of the County of _____ and State of _____ principal, and
_____ of _____ of the County of _____ and the
State of _____ as surety, legally authorized to do business in the State of Delaware, are
held and firmly bound unto the State of Delaware in the sum of _____ Dollars or _____ per cent
(not to exceed _____ Dollars) of amount bid on Contract No. _____ to be paid to said
State of Delaware for the use and benefit of the _____ of said State, for which
payment well

(hereinafter referred to as Agency)

and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and
successors, jointly and severally for and in the whole, firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden principal
_____ who has submitted to said Agency of the State of Delaware, a certain
proposal to enter into a certain contract to be known as Contract No. _____, for the furnishing of
certain products and/or services within the said State of Delaware shall be awarded said Contract No.
_____, and if said _____ shall well and truly enter into and execute said Contract No.
_____ and furnish therewith such surety bond as may be required by the terms of said contract and
approved by said Agency, said contract and said bond to be entered into within twenty days after the date of
official notice of the award thereof in accordance with the terms of said proposal, then this obligation to be void
or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____ in the year of
our Lord two thousand and _____ (20____).

SEALED AND DELIVERED IN THE

Presence Of _____

Name of Bidder (Principal) (Seal)

Witness

_____ BY

_____ (Seal)

Corporate
Seal

Title

_____ BY

Name of Surety (Seal)

_____ (Seal)

Title

Attachment 12

CONTRACT NO. GSS15384-CELL_DATA_SVC
CELLULAR AND DATA EQUIPMENT AND
SERVICES
REQUEST FOR PROPOSAL
PROPOSAL REPLY REQUIREMENTS

The response should contain the following minimum information:

1. A brief Cover Letter including an Applicant's experience, if any, providing similar services, as well as brief history of the organization.
2. Financial information (balance sheets and income statements) for the past three (3) years.
3. Bidder will provide a clear description of the various service plans being proposed and brochures of each piece of wireless equipment being offered with each plan.

Bidder will also provide a technical description of their voice and broadband mobile data infrastructure system including type of channel access (CDMA, TDMA, AMPS, GSM, etc.) number of channels in their system, map showing locations of sites with predictive usable coverage area for each site, clearly showing any differences in coverage between their digital voice and broadband data services. The coverage area(s) shall be displayed on a composite coverage map showing a minimum of 95% usable coverage area of their system and any other system information which will assist the State in evaluating system performance and system coverage.

Include catalogs or links, if that is what is asked for.

Vendors are encouraged to review the Evaluation criteria to see how the proposals will be scored and verify that the response has sufficient documentation to support each scoring criteria identified.

4. One (1) complete, signed and notarized copy of the Non-Collusion Agreement (Attachment 2). **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK** – Form must be included.
5. One (1) completed RFP Exception Form (Attachment 3) – please check box if no information – Form must be included. **Exceptions not submitted on this form will not be considered.**
6. One (1) completed Profile and Capabilities Form (Attachment 4)
7. One (1) completed Confidentiality Form (Attachment 5) – please check if no information is deemed confidential – Form must be included.
8. One (1) completed Business Reference Form (Attachment 6) – please provide references other than State of Delaware contacts – Form must be included.
9. One (1) complete and signed copy of the Subcontractor Information Form (Attachment 7) for each subcontractor – only provide if applicable.
10. One (1) complete OSD Application (see link on Attachment 10) – optional, only provide if applicable.

CONTRACT NO. GSS15384-CELL_DATA_SVC
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The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Vendors shall compile all documentation noted above, and all other documents as required in the Scope of Work, Appendix A, and shall provide in the following format(s):

1. Two (2) paper copies of the vendor proposal paperwork.
2. Four (4) electronic copy of the vendor proposal saved to CD or DVD media disk, or USB memory stick. Any copies of electronic price files shall be included on the same electronic media, but shall be saved separately from the proposal.

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APPENDIX A
SCOPE OF WORK DETAILS

TECHNICAL SPECIFICATIONS

1. GENERAL INFORMATION

At present the State of Delaware has over 5000 active wireless voice and data devices users. The current service is provided by Verizon Wireless with a monthly aggregate bill averaging over \$200,000 a month (for the past five months).

The State is seeking quality wireless equipment and services at the lowest cost available, and provided to the State in a timely and efficient manner.

1.1.INSTRUCTIONS

- 1.1.1. Bidders MUST be a direct provider of the wireless voice and data services that the State is requesting within this RFP.
- 1.1.2. It is understood that all services mentioned on the specification shall be provided as part of this contract.
- 1.1.3. Bidders shall note that the award for the provision of digital wireless voice, broadband mobile data, Smartphone Data Service and airtime services may be made to one or more bidders who may qualify based on their various services proposed.
- 1.1.4. During the contract term, all digital cellular voice units and other services necessary for State operation will be managed under individual accounts by user agencies.
- 1.1.5. Bidders must establish and provide a set of “standard” plans for voice, voice+walkie-talkie, Smartphone, data and equipment for wireless services.
- 1.1.6. Bidders shall propose unlimited text and paging as part of the cellular service provided. If there are other services available that allow for pool data usage across devices please describe and provide parameters, restrictions, and pricing. Similarly, for mobile data services, the State is requesting two threshold services, low (250MB) and unlimited usage levels for data services, which are specifically noted in the Pricing Response Section, and the State would like to know if there are any optional plans that would allow for pooled usage across a group of users, and what the parameters, restrictions, and pricing would be.
- 1.1.7. Under this contract, the State will not purchase any basic digital wireless voice equipment. The acquisition cost shall be the equipment usage charge to include damage and loss insurance cost, which themselves shall be part of, and included in, the Access Service charges listed in the Proposal Reply Section.

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1.2. MINIMUM EQUIPMENT CAPABILITY OVERVIEW

- 1.2.1. The contractor MUST make available a minimum of one “free” (no equipment charge) phone device, per user, that supports the following minimum service capabilities:
- 1.2.1.1. Voice Messaging – capable of intercepting calls when out of signal range or on another call. The service must allow for the creation of personalized greetings and store messages for a minimum of 21 days.
 - 1.2.1.2. Text Messaging – able to receive text messages directly to the unit’s display. Phones must support the ability to send text messages via a web browser or SMS to other digital phones. The service must be capable of attempt to deliver the message for up to 5 days, if the cell phone is out of range or turned off.
 - 1.2.1.3. Numeric Paging – capable of receiving numeric pages directly on the unit’s display. The service must be capable of attempt to deliver the message for up to 5 days, if the cell phone is out of range or turned off.

A more thorough and detailed list of requirements will be provided in Section 2 – Product Requirements below.

1.3. SERVICE AREA

1.3.1. LOCAL SERVICE AREA

The local service area includes the following Counties:

- Delaware Counties – New Castle, Kent and Sussex
- Maryland Counties – Cecil, Kent, Queen Anne, Caroline, Dorchester, Wicomico, and Worcester
- Pennsylvania Counties – Chester, Delaware, Philadelphia
- New Jersey Counties – Salem, Cumberland, Cape May

1.3.2. NATIONWIDE TOLL FREE CALLING

The State of Delaware is seeking wireless voice plans that include “Nationwide” Toll Free calling as part of any plans offered. By requiring this standard, there should be no additional costs for “in” versus “out” of network, or for roaming. Plans with this requirement are required as a minimum standard for any proposal offered to the State of Delaware.

All pricing submitted for scoring shall be based on nationwide toll free calling plan rates.

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1.3.3. RIGHT TO PROPOSE OPTIONAL WIRELESS PLANS

A Bidder may propose a secondary set of other wireless voice plans to the State. These are plans other than Nationwide Toll Free calling, and may include roaming charges for travel outside the local area (listed in Section 1.3.1.). However, Nationwide Toll Free plans are a minimum proposal requirement.

Bidders providing the State with optional calling plans will not be given more weight in the evaluation process. Similarly, the failure of a Bidder to provide the State with optional plans, outside the scope of work provided, will not be penalized in the evaluation process.

Upon selecting a Bidder(s) to serve the needs of the State, the State shall reserve the right to review all plans and determine which offer(s) best meet its needs.

1.3.4 COVERAGE

Wireless coverage is one of the main requirements in this bid. Bidder's wireless network system and their service providing partners shall be capable of providing satisfactory coverage over all areas herein defined. Coverage exceptions will not be accepted.

1.3.4.1. Voice and Data coverage level shall be sufficient to allow calls and messages to be successfully completed 95% of time and in 95% of the locations using a portable digital wireless voice in the street within the Local Calling Area (counties listed in Section 1.3.1.). Bidders shall submit Local Calling Area coverage maps with their bid responses, which clearly demonstrate the level of coverage of their system for voice and data, as well as known coverage problem areas.

1.3.4.1.1. As a condition of this requirement, Bidders must highlight 4G/LTE calling areas within the coverage maps, (although 4G or higher service is not required as a condition of a bid).

1.3.4.1.2. The basic or "free" handsets offered as part of the State contract must be able to access all local areas defined in the coverage maps without incurring any roaming charges.

1.3.4.2. Bidders must offer a cost effective solution to provide 90% in-building voice and data coverage in the State buildings below. These buildings may require additional Bidder resources, i.e., amplified signal strength, additional equipment, etc.:

- Legislative Hall, Dover, DE
- State Office Building, 820 French St., Wilmington, DE
- Court Houses, Statewide, and
- Other State buildings which may be determined throughout the term of this contract.

Some State buildings provide public access. Bidders have the right to enter any of those buildings for legitimate business purposes, however the State will not escort Bidder personnel through the buildings listed. The State will work closely with the successful bidder to provide a solution and accomplish this task.

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1.3.4.3. Bidders will also provide national voice and data coverage maps and clearly define the level of capability within the service area maps provided.

1.3.4.3.1. The basic handsets offered to the State must be able to access all areas defined in the national coverage maps without incurring any roaming charges.

1.3.4.4. Bidders offering proposals to the State may be asked to provide wireless tower site maps as proof of capability with in the Local Calling Area (counties listed in Section 1.3.1)

1.4.RATE PLANS AND FEES

The voice usage charges and other necessary and incidental charges shall be taken into account when computing the various rate plan pricing. It is the Bidders' responsibility to include all cost, charges and fees as an integral part of the pricing scheme of APPENDIX D - BID QUOTATION REPLY SECTION.

1.4.1. BID PROPOSAL FORMAT

The reply section structure will be in three separate parts. These parts are:

- Voice Services
- Smartphone Services
- Mobile Data Services

1.4.2. INCLUDED WIRELESS CALLING SERVICES

All voice rate plans must include the following services at no additional cost:

- Voice Messaging
- Call Waiting
- Caller ID
- Call Forwarding
- 3-Way Calling
- Text Messaging
- Numeric Paging
- Nationwide Toll-Free Calling
- Unlimited Mobile-to-Mobile Calling
- Unlimited Night-and-Weekend Calling

1.4.3. WIRELESS COMMUNICATION RATE PLANS

The bidder shall provide a set of standard cellular and PCS rate plans. At a minimum, the bidder's plans shall be based on the following specifications:

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VOICE PLANS:

- **Plan “A”** – Flat rate billable per-anytime-minute plan, with no included minutes.
- **Plan “B”** – Monthly rate plan, to include anytime minutes, plans for 450, 900, 1200 minutes
- **Plan “C”** – Monthly rate plan with Shared Minutes.
- **Plan “D”** – Monthly rate plan with unlimited minutes.

SMARTPHONE PLANS:

- **Plan “A”** – Smartphone unlimited data plan, no voice plan.
- **Plan “B”** – Smartphone unlimited data plan, with added voice plan.

MOBILE ACCESS CARD DATA PLANS:

- **Plan “A”** – Mobile Data Plan, with unlimited data access, or highest data limit offered.
- **Plan “B”** – Mobile Data Plan, with 250 MB data access.

For all pricing plans requested Bidders shall provide pricing that approximates the plans listed above. Bidders are also requested to note any divergence from these plans in the Appendix D – Bid Quotation Response section.

1.4.4. WALKIE-TALKIE AND PTT SERVICE

The Bidder must state the cost of adding a “walkie-talkie”, or push to talk (PTT) feature to all wireless phone service plans. Cost should include unlimited use of the feature with no deductions to individual or shared airtime minutes.

- 1.4.4.1. Bidder must explain how this technology enables secure network access.
- 1.4.4.2. Service must have ability, via software or hardware, to encrypt walkie-talkie and PTT calls.
- 1.4.4.3. Bidder must provide detailed information with regards to transmission delays for connection through the service.
- 1.4.4.4. Bidder must identify if the service area by providing coverage than maps for standard wireless and data service.
- 1.4.4.5. Does walkie-talkie service have the ability to set up calling groups? And, if so, how do the users access this feature?
- 1.4.4.6. The State of Delaware acknowledges that PTT features may only be offered on phones with existing hardware intended for PTT use. Other than this exception, vendors shall identify any other limitations to the PTT plan offered.

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1.4.5. ADDITIONAL AIRTIME MINUTES

The contractor must indicate for each rate plan, the per-minute charge that will apply if the number of included minutes in a given month is exceeded.

1.4.6. ACTIVATION AND PROGRAMMING CHARGES

The State will not pay any Activation or Programming fees. This includes, but is not limited to, new subscriber activations, conversions of existing units to another provider, termination, or the transfer/upgrade of an existing number between cell phone units.

1.4.7. EARLY TERMINATION

The State will not pay any fees related to Early Termination of service for any reason.

1.4.8. CALLS TO 911

The contractor must provide Calls to 911 at no additional cost, regardless of transport (cellular or PCS).

1.4.9. NEW SERVICE ACTIVATION

New service activation shall occur within 48 hours of request or shipping

1.4.10. OUTGOING CALL BLOCKING

The Bidder's system shall be capable of providing permanent call blocking, with ability to unblock on a selective per call basis (i.e. *82). In other words if a user elects to make a call to a line that has blocking activated, they would use the unblock code (i.e. *82) for that single call only, with any successive calls thereafter automatically being in the block mode. This service shall be provided without a separate charge to the State.

Call blocking refers to the sending/receiving of Caller ID information on selected lines permanently, while allowing the users of those lines to unblock on a selective per call basis.

1.4.11. CELLULAR SERVICE AND GPS

Bidders are encouraged to provide Global Positioning Service (GPS) for any phones requested at no additional cost to the State, including service initiation and monitoring. Similar to the Automated Vehicle Location (AVL) referenced in Section 2.4.2., some State agencies utilize GPS to track the location of its personnel and assets.

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2. PRODUCT REQUIREMENTS

2.1.SCOPE OF PRODUCTS

The Bidder shall furnish, deliver and install various quantities of different types of digital wireless voice and broadband mobile data services on an as-required basis to operate in the wireless environment and related services available in the State of Delaware area, its vicinities and part of the Northeastern corridor of the United States.

2.1.1. NEW EQUIPMENT AND TECHNOLOGY

All equipment and components provide by contractor(s) for use by the State must be new and of latest technology. In no instances shall the Bidder supply a phone to a new subscriber, or for a new activation, where the equipment has a production date that is twelve (12) months prior, referred to as “old production” phones.

“Old production” new phones, used, refurbished or remanufactured equipment will not be accepted, except in cases where it is being provided as an “extended warranty” replacement.

2.1.2. EXTENDED WARRANTY

All equipment must operate in accordance with the manufacturer’s specifications and shall be covered by an “extended warranty” provided at no additional cost to the State. The “extended warranty” will cover all extraordinary damages and loss, such as water damage, cracked display screen, and loss of units, for the useful life of the unit or until which time the unit is removed from service.

2.1.3. PERCENT DISCOUNT

The contractor must provide a percentage off discount on all of their equipment and accessories product line.

2.2.TRADITIONAL CELLULAR DEVICES

2.2.1. PHONES OFFERED WITH SERVICE

The State of Delaware requires that each bidder provide a reasonable selection from which every subscriber can choose a “free” phone. Wireless phone selections should be based on plans, pricing structure and promotional incentives at the time of request. This requires that the Bidder keep the State informed on a regular basis of any changes to the selection available. Notifications to the Department of Information Technology (DTI), and the contract officer should occur no less than once a quarter. The timing of notification is being left up to the individual providers, but the Bidder shall identify in their RFP response the frequency of notifications to the State.

Additionally, each bidder should provide a list of other “premium” wireless phones that a user can upgrade for a nominal one-time surcharge.

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2.2.2. EQUIPMENT SUPPLIED WITH NEW ACTIVATIONS OR UPGRADES

All devices obtained by the State shall be supplied with the following items regardless of the initial cost of the phone:

- One (1) standard issue battery
- One (1) standard issue SIM card, if appropriate
- One (1) compatible Bluetooth enabled hands-free device (ear bud, headset)
- One (1) AC charger
- One (1) instruction manual
- One (1) DC "car" charger
- One (1) belt clip and/or carrying case

These items must be standard issue with all new or upgraded wireless cell phones and shall not incur additional charges beyond the cost of the individual unit. Devices provided as replacements to defective or inoperable phones will not be required to receive the additional accessories, unless the replacement phone is different than the one replaced.

Each bidder reserves the right to offer the additional equipment for all new activations and upgrades to add value to their offer, but it is not required.

2.2.3. OPTIONAL EQUIPEMENT FOR PHONES

Additional or replacement accessories and spare batteries shall also be available as optional equipment and priced separately from the original equipment provided. Accessories should include, but are not limited to:

- Replacement (back-up) batteries
- Battery charging devices (AC Adapters, Vehicle DC Adapters and other charging devices and stands.
- Handsets, Ear Buds, and Hands-Free Kits.
- Carrying Cases and Holsters.

In addition to the accessories listed above, the contractor is encouraged to propose additional accessories that would enhance the efficiency and effectiveness of the State's wireless phone service.

2.3. SMARTPHONE DEVICES

- 2.3.1. All devices provided must be of new manufacture, supplied by Research In Motion (RIM), and should provide end-to-end wireless e-mail (MS-Outlook) and data access to contacts, calendar, and business applications via a secure data network.

Bidders shall identify the security used to protect the Smartphone device signal from being intercepted and/or other safeguards to ensure the security of the operating network.

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2.3.2. All Smartphone devices obtained by the State shall be supplied with the following items regardless of the initial cost of the device:

- One (1) standard issue battery
- One (1) standard issue SIM card, if appropriate
- One (1) compatible Bluetooth enabled hands-free device (ear bud, headset)
- One (1) AC charger
- One (1) instruction manual
- One (1) DC “car” charger
- One (1) belt clip and/or carrying case

These items must be standard issue with all new or upgraded Blackberry devices and shall not incur additional charges beyond the cost of the individual unit. Devices provided as replacements to defective or inoperable units will not be required to receive the additional accessories, unless the replacement Smartphone device is different than the one replaced.

Each bidder reserves the right to offer the additional equipment for all new activations and upgrades to add value to their offer, but it is not required.

2.3.3. The State currently owns and operates over eighty-seven hundred (8,700) mobile cellular devices of which approximately twenty-three hundred (2,300) are Smartphones. This represents a major equipment investment that the State desires to keep operational. All bidders must provide a solution to salvage the State’s investment in their current Smartphone inventory without jeopardizing its operation and functionality.

For a breakdown of mobile cellular models please see the Appendix B – CONTRACT UTILIZATION attached to the RFP, which provides statistics of usage for the State of Delaware Agency and K-12 accounts.

2.3.4. The contractors’ mobile cellular data network must provide a minimum data throughput of 5 to 12 Mbps download and 2 to 5 Mbps upload.

2.3.5. The bidder shall provide an international Smartphone solution capable of operation on the following international data networks: k. CDMA, GSM/Edge, Clobal GSM, LTE, Quad Band UMTS.

Accordingly, the bidder shall provide all equipment necessary for successful international operation. For example, if it becomes necessary to provide more accessories, than listed in **Section 2.3.2.**, to ensure successful international operation, the Bidder shall provide the equipment with no additional cost to the State.

If the bidder does not have independently own international operations, and must rely on an existing partnership to provide connectivity, the bidder shall identify the partner name, any limiting terms and conditions, and length of current collaborative partnership.

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2.4. MOBILE DATA DEVICES

- 2.4.1. State agencies, including all law enforcement currently utilizing a 4G primary & 3G secondary mobile network to provide computer data access for State mobile devices to access a variety of State applications and services. Current State owned 3G/4G modem devices utilize a Mobile Private Network that isolates State owned devices from other carrier Internet devices at the mobile network level.
- Bidders shall identify all the transmission standards they are able to meet. It is critical that law enforcement agencies are aware of all system capabilities and limitations so the agencies can make informed decisions and score service appropriately.
- 2.4.2. The State's Mobile Data system is also used to provide "Automated Vehicle Location" (AVL) of the police vehicles. This AVL system derives its positioning information from the Global Positioning System (GPS) whose data stream is sent to the AVL network over the Mobile Data network.
- 2.4.3. The contractor must offer a trunk mounted ruggedized data modem with GPS capability.
- 2.4.4. The contractor must also offer a PCMCIA data card, USB powered device, or Mobile Hotspot device to access the internet with a laptop PC.
- 2.4.5. The contractors mobile data network must provide a minimum data throughput of 12 Kbps or greater.

2.5.GENERAL CONDITIONS OF PRODUCTS

All digital cellular devices, Smartphones, and mobile data devices to be furnished to the State shall be newly manufactured and shall be delivered by the contractor to State Agency locations as ordered.

2.6. PRODUCTS

The State intends to procure a variety of digital wireless voice and data devices in this contract for State use:

- a. Digital wireless portable Smartphones
- b. USB or PCMCIA 4G mobile access device, Mobile Hotspot devices
- c. Ruggedized & Standard Data Modems with GPS.
- d. Accessories.
- e. Tablets (include as value added option)

2.6.1. MANUAL AND INSTRUCTIONS

The contractor shall be responsible for providing the State with appropriate User's Manual necessary for effective operation of the equipment furnished.

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2.6.2. CODES AND STANDARDS

All equipment furnished under this contract shall be in accordance with the applicable codes of recognized national societies and regulatory bodies to include, but not limited to, TIA, EIA and FCC, and be in accordance with all local codes and ordinances.

2.6.3. EXCHANGES AND UPGRADES

2.6.3.1. The contractor shall exchange the acquired equipment within 48 hours following the request by the State Agency for any reasons such as the equipment in operation is out of order, or its operation may not be satisfactory, etc.

2.6.3.2. The contractor shall offer a free equipment upgrade of equipment every ten months.

2.6.4. SPARES

Some agencies will need to retain a number of spare wireless units. These spare phones shall be supplied at no additional cost and will remain un-activated. This supply of phones is meant for the immediate replacement of a registered, active phone that stops functioning properly. A ratio of one for ten is requested, whereas one (1) spare will be provided for each ten (10) wireless phones in service. (For example, the Delaware State Police will need to retain a spare supply of phones for emergency purposes).

2.6.5. COMMON TECHNICAL REQUIREMENTS

The various types of wireless units to be offered to the State from the contractor should meet or exceed the following common technical requirements:

2.6.5.1. Voice devices & Smartphones should meet all applicable codes and standards such as TIA, EIA, FCC, and/or PUC.

2.6.5.2. Voice devices & Smartphones should be capable of operating in digital on US Cellular and/or PCS frequencies by using multi-band wireless voice units. This will provide complete and continuous operation over the Toll Free Calling Area and the northeastern corridor of the United States.

2.6.5.3. Each unit should be capable of full duplex voice and broadband data operation in the wireless environment of either PCS or US Cellular frequencies.

2.6.5.4. The wireless cellular units and Smartphone devices should have the following capabilities and features:

- Send/receive calls,
- End the call in progress,
- Clear an erroneous entry,
- Store/recall telephones numbers (at least 10) and protect them for rapid dialing,
- Mute/put on hold the call in progress,
- Push-dial the call through push-button telephone format keypad,

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- Back-lighted display for night operation,
- Audio feedback tone for positive confirmation of push-button depression,
- Display (confirm) the dialed/recalled 7-digit minimum telephone number before transmission,
- Recall/redial last number called,
- Display operational status messages,
- Provide volume control and adjustment capability,
- Alert user of incoming calls through ringer with adjustment level,
- Protect the call in progress,
- Electronically lock with pre-programmed security code to prevent unauthorized use of the cellphone, usage restrictions and timer,
- Call waiting,
- Call forwarding,
- Caller ID,
- Voice messaging with indicator,
- Text messaging and numeric paging capability.
- Broadband data access at an optional service.
- Color or Monochrome display screens

2.6.6. PARTICULAR TECHNICAL REQUIREMENTS

In addition to the common technical requirements listed above, each type of equipment shall also meet the following particular technical requirement:

2.6.6.1. Digital wireless portable cellular package shall include:

- (1) One (1) standard issue SIM card, if necessary
- (2) One (1) rechargeable battery
- (3) One (1) AC unit battery charger
- (4) One (1) Ear bud or headset
- (5) One (1) Operation or instruction manual

2.6.7. ACCEPTABLE PRODUCT REFERENCE

2.6.7.1. Products bid shall meet all necessary common and particular technical requirements outlined above.

2.6.7.2. Products manufactured by Apple, Android, Samsung, Motorola, Ericsson, Sierra, Qualcomm, LG and Siemens or equal manufacturers.

2.6.8. ALTERNATE PRODUCT REFERENCES

2.6.8.1. Contractor shall provide any and all necessary documentation required by the State to effectively operate the products properly, such as instructional information related to proper use of their programming dial codes like *228, *22899, *611, etc. and when to use such codes. The State would like to have a better understanding of services and options that may already be programmed, through quick access codes, into the carrier's devices.

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- 2.6.8.2. Products from other manufacturers shall be subjects of field-testing to determine if they operate to the satisfaction of the State.
- 2.6.8.3. If requested, products must be submitted for testing within five (5) business days after request.
- 2.6.8.4. The decision of the State shall be final.

The obligations contained herein apply to products provided by the Contractor, its sub-contractor or any third party involved in the creation of the products to be delivered to the State under this Contract. Failure to comply with any of the obligations contained herein, may result in the State availing itself of all its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default.

The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty or limitation of the Contractors liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

2.6.9. EQUIPMENT RECYCLING

Equipment recycling and green initiative programs are a growing concern and focus for the State of Delaware. The bidder shall identify what, if any, programs are in place to recycle and reuse inoperable or obsolete wireless electronic products. This includes, but is not limited to, the following potential programs:

- Is equipment being recycled, by either the bidder or by separate “outside” Bidder?
- Designate whether toxic materials are being routed away from landfills?
- Does Bidder provide credits for turning in “old” wireless equipment?
- Does Bidder offer wireless products with recycled content?

The State encourages the use of recycling and ways to minimize the impact on the environment, and would like to have a better understanding of the bidder’s commitment to these types of programs.

Similarly, the State of Delaware is interested in green initiatives for content other than electronics. At a minimum, responses should include:

- Are recycled and/or biodegradable materials used for cellular phone packages to minimize impact to landfills?
- How is your company promoting the reduction in equipment packaging?

The State is interesting in learning about any other programs that the Bidders utilize and promote to reduce the environmental impact of their goods and services.

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3. SERVICE REQUIREMENTS

3.1. MODIFICATIONS TO SERVICE

The Bidder shall allow the State to make upgrades or downgrades to service plans as needed, with no limits or additional charges imposed.

3.1.1. Service activations shall occur within 48 hours of request for service and/or delivery.

3.1.2. Service changes or termination acknowledgements shall be provided within 24 hours of a change or termination request.

3.2. INSTALLATION

The contractor shall provide completely operational digital wireless voice and data systems, which include all necessary components, instruments, antennas, accessories, mounting hardware, and incidental items, and installation at no additional cost to the State. The inadvertent omission of an essential item to make the system fully operational shall not alleviate the contractor's responsibility to provide that item.

3.3. PRODUCT TRANSFERS

3.3.1. NEW PHONE ACTIVATIONS

The Bidder shall make every reasonable effort to transfer data from an existing wireless phone to a new, replacement or upgraded phone with no additional cost to the State. Bidders are requested to provide the State with at least one (1) location in every State of Delaware county where users can bring their equipment in for service and data transfer.

Accessibility to service locations for non-technical and/or low tech solutions provides the State with more responsive customer care while minimizing shipping costs for the State and awarded Bidder(s).

3.4. ACTIVATION SERVICE

The contractor shall provide activation service for all digital wireless voice equipment offered to and requested by the State to efficiently operate on their network system without a separate charge to the State.

When a cellular unit, mobile data device, PDA or Smartphone is requested by the State through the awarded Bidder(s), any device requested, received and receiving service through same awarded Bidder shall be activated without additional surcharge.

Additionally, should the State be required to transition from the incumbent Bidder, the State expects that if phones can be migrated from the existing carrier to a new Bidder network, the phone would be activated with new service at no additional charge.

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If a service transition is required, after the initial transition period expires, wireless phones, mobile data devices, PDA's and Smartphone devices purchased from third party suppliers (Bidders other than the awarded contractors), while this contract remains active, are exempt from the free activation request.

3.5. ACCESS TO SERVICE

The contractor shall provide this service to insure the system availability for the reliable operation of the State's digital wireless equipment acquired through the contract. Although some limitations may exist, and service may be interrupted occasionally, service and access to the Bidder's servicing network remains a key contract component. The monthly access charge shall incorporate the cost of the wireless voice equipment and PCMCIA data access card (this does not apply to ruggedized data modems with GPS or Smartphone units).

3.6. RANDOM NUMBER ASSIGNMENTS

The Contractors system shall be capable of handling randomly assigned phone numbers (out of sequence), which is disassociated with any sequential number scheme that could be attributed as being a "state phone". These services are critical to the State's law enforcement groups and "secret squirrel" operations. This service shall be provided without a separate charge to the State.

3.7. CHANGES TO BIDDER SERVICE PLANS

The State of Delaware recognizes that the awarded Bidder may need to change the structure, language, minutes, etc. associated with the offerings originally contracted to the State. The State requires that the following criteria be met:

- 3.7.1. Any and all changes proposed to the wireless voice plan structure, Smartphone services or data services must be communicated to the State at least ten (10) business days prior to implementation.
- 3.7.2. The awarded Bidder shall continue to provide the cancelled service to all current subscribers until such time as a subscriber cancels or upgrades their plan.
- 3.7.3. The awarded Bidder may "migrate" subscribers automatically to a new plan if the standard service provided is no less than previously supplied AND the price has not increased. (Bidder must notify the State in writing prior to any subscriber migration).

4. AIRTIME SERVICE REQUIREMENTS

4.1. SYSTEM FAILURE

The successful bidder shall provide twenty-four (24) hour maintenance and prompt restoration of service. A high degree of diagnostic capability must be available to repair the malfunction in the shortest possible time. Along with the diagnostic capability the maintenance staff shall be highly trained to interpret the diagnostic findings and produce a solution with minimum down time.

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- 4.1.1. Bidder must outline steps it has in place to diagnosis and correct system failures, whereas system failure refers to provider network failures and is independent of individual device or equipment failure.

4.2. CELLULAR ON WHEELS (COW)

The contractor shall make available to the State, upon request, a COW for extra capacity for special events and/or rapid response to emergencies caused by system outage. This service shall be provided without a separate charge to the State.

- 4.2.1. Bidder shall outline steps necessary to request extra capacity services.
- 4.2.2. Bidder shall outline the circumstances when, and the timeline for automatically providing extra capacity services (without prior requests from the State).

4.3. PRIORITY OF SERVICE OR WP

The contractor's system shall be capable of providing priority access to their system during busy load periods for "selected" State phones, i.e. Delaware State Police, Governor's Staff, Delaware Emergency Management Agency, Department of Correction, and others as required.

The "Priority of Service" should allow these selected agency's phones to have primary access to the system over other non-priority access users in the event the Contractor's system becomes overloaded during emergencies or other peak periods of the day.

Priority of Service may also be referred to as Wireless Priority Service (WPS).

- 4.3.1. Bidder shall detail procedures required to apply for and initiate priority status service, and specify any limitations to the service.
- 4.3.2. Bidders shall supply monthly WPS or Priority of Service to the State at no additional cost for "select" agencies and personnel. "Select" agencies and personnel includes, but is not limited to Delaware State Police, DEMA, DNREC enforcement personnel, the Governor's office staff, Department of Correction, etc.

Since the State does provide protection and assistance to its citizenry, as well as public and private property, through a variety of agencies, the State would prefer that no limitations be placed on the agencies or personnel eligible for free WPS.

4.4. PLANNED OUTAGES / INTERRUPTION OF SERVICE

The awarded Bidder must notify the State's designated DTI contact of any planned service outages and/or scheduled maintenance. Notifications must be made at least five (5) days in advance of any actual outage. This notification must include impacted coverage areas and an estimate of the outage timeframe.

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4.5. ON-GOING SYSTEM IMPROVEMENTS

The Bidder must define how it will improve coverage to areas that experience inadequate wireless service, including State offices (previously noted in Section 1.3.4.2).

4.6. ANTICIPATED TECHNOLOGY CHANGE

If the Bidder anticipates making a change in cellular phone or service technology, the Bidder must provide a complete and thorough description of the changes planned. Additionally, the Bidder must provide an estimated timeline and its plans to ensure a smooth transition to the new technology.

5. BILLING REQUIREMENTS

5.1. TAXES – EXEMPT

All prices quoted shall not include Federal taxes or State and Local taxes.

5.2. MONTHLY BILLING INVOICE

The contractor shall provide a separate detailed monthly bill to each individual State Agency who operates wireless units through this contract. The State would like the capability to review online billing status through Bidder(s) website.

5.3. MONTHLY BILLING DATA, MEDIA AND FORMAT, AND DELIVERY

In addition to the individual monthly (paper) bills to each State Agency, the contractor shall provide the accumulation of all individual billing information on a CD-ROM in Microsoft's EXCEL spreadsheet program format. The data shall be sorted by State Agency name, State Agency code (Div/Dept/Sect), and will include summaries of all State Agency wireless telephone usage cost and charges with all pertinent data including, but not limited to the following:

- (1) State Agency Code (Div/Dept/Sect)
- (2) Customer Name
- (3) Billing Period (current Month)
- (4) Service Type
- (5) Originating Telephone Number (calling number)
- (6) Destination Telephone Number (called number) and called area
- (7) Calling date, time, single charge rate designation, duration in minutes, and cost for call

1.4. SPECIALIZED BILLING

The Contractor shall provide, upon request of the State, a special billing account in the name of a specified "Dummy Corporation" with a non-State mailing address. The purpose of such billing is to provide anonymity to our "Special Investigation Teams" of the Delaware State Police.

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6. ADMINISTRATIVE SERVICES REQUIREMENT

The Bidder shall provide the State with points of contacts for the following positions:

6.1. LIAISON PERSON

After receiving notice of award the successful bidder shall provide the name of one person and one alternate who shall act as dedicated Liaison Officer to the State. These individuals shall be highly trained points of contact for all critical and technical situation resolution.

6.2. ACCOUNT REPRESENTATIVE

After receiving notice of award the successful bidder shall provide the name of a single person who shall act as the "single point of contact" to the State for all sales and activation of new service.

6.3. ESCALATION LIST AND TROUBLE REPORTING PROCESS

- 6.3.1. After receiving notice of award the successful bidder shall provide an escalation list of administrative and/or technical personnel to be notified that have authority to rectify unresolved problems.
- 6.3.2. Additional, the successful bidder shall establish a "Help Desk" and "Trouble Ticket" tracking and reporting process with daily updates to the agency contact person who originated the trouble ticket.

Once a Bidder has been contracted with the State, the points of contacts will be listed in the Award Notice that will be posted to the State of Delaware's contracting website. After initial delivery to, and activation of the product by the end user, the State expects the service provider to be ready and available to answer questions and to provide support to the State's cellular and other wireless device users.

Bidders shall provide the State with a detailed list of capabilities and locations that can and will service the State's end users. Bidders are encouraged to identify years of telephony/account management experience for all personnel responsible for managing the State of Delaware account.

6.4. AUTHORIZED REPAIR FACILITIES

After receiving the notice of award the successful bidder shall supply the State with a list of service locations where users can bring equipment for service and/or troubleshooting. Each location must list the types of equipment it is capable of servicing (i.e. wireless phones, Smartphone units, and mobile data devices) and provide an assurance that it shall be staffed by qualified personnel.

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7. ADDITIONAL REQUIREMENTS

7.1. ENGINEERING TRAFFIC INFORMATION, FORMAT, AND DELIVERY

A different set of data will be needed for wireless device traffic studies and future bid preparation. The contractor is required to provide this data twice in the first year of the contract (every six months) and once each year thereafter for each of the subsequent years of the contract. The media shall be on a CD-ROM in Microsoft's EXCEL spread sheet program format, unless notified otherwise. The data shall include the following summary information elements:

- (1) Peak Minutes
- (2) Off-Peak Minutes
- (3) Roaming Minutes
- (4) Incoming Minutes
- (5) Outgoing Minutes
- (6) Incoming Calls
- (7) Outgoing Calls
- (8) Directory Assistance Calls
- (9) Blocked Calls
- (10) Dropped Calls
- (11) Active Billing Lines
- (12) Year-to-Date Totals
- (13) Year-to-Date Monthly Average
- (14) Others fields, if found necessary

7.2. PERIODIC USAGE OPTIMIZATION STUDIES

The successful bidder shall provide, upon request by a State agency, a detailed usage study report which identifies the most economical and beneficial choice for the agencies review and approval prior to implementation of the changes.

7.3. ANNUAL USAGE OPTIMIZATION REVIEW

The awarded Bidder shall provide the State with an annual usage review study which analyzes contract utilization. The Bidder shall review its findings and propose economical and beneficial alternative solutions to the State contract usage. The review shall be provided to the State at least 60 days prior to contract expiration.

8. CONTRACT IMPLEMENTATION AND TRANSITION

As a result of this contract request for proposal, it may be necessary for the State of Delaware to have its contract and subscribers transition to a new provider. The active contract that is in place and valid at the time of this RFP bid solicitation is Contract #GSS10384-CELL_DATA_SVC.

Bidders can find details pertaining to the current contract at the following internet site address:

http://contracts.delaware.gov/contracts_detail.asp?i=144

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8.1. CURRENT PROVIDER

Cellco Partnership, Verizon Wireless, is the current State of Delaware wireless, Smartphone and mobile data services provider. The incumbent is excluded from having to supply any transition details.

8.2. Existing service will remain in effect during transition. Assuming an October 1, 2015 contract start date, the selected provider will have no less than 30 days to transition current subscribers to the new provider network.

8.3. All non-incumbent bidders shall provide the State with a tentative plan and schedule to implement a transition to the new provider's network.

8.3.1. The bidder will address how it will transition subscribers from Verizon Wireless to its services and the number of days to make the full transition.

8.3.2. The bidder shall address how many separate segments will be necessary to transition the entire contract to their service network, and the time necessary to transition each segment.

8.3.3. The bidder will address how it will train staff to transition State services and technical support.

8.3.4. By providing detail, the State wants to be sure that the prospective Bidder can accomplish a successful transition with a minimal disruption to authorized personnel and subscribers.

8.3.5. The bidder shall provide a sufficient number of personnel that will be available to answer questions and assist with the transition process.

8.3.6. The bidder shall provide access to training materials through the web or in person, to ease the transition experience for any affected State employees.

8.3.7. The bidder must "match" existing subscribers to an equivalent plan.

8.3.8. The Bidder will work to retain subscribers current phone numbers, and if possible, retain their equipment.

8.4. The transition planning, training and implementation will occur without any cost to the State.

8.5. The Bidder shall provide the State with two examples, where the Bidder has migrated or transitioned a large number of subscribers to its service plans.

8.6. A final implementation process and transition timeline shall be delivered within five (5) working days of contract approval to a designated representative of DTI.

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9. PRICING INSTRUCTIONS

9.1. BID QUOTATION REPLY SECTION- CONTRACT PRICING

The bidder shall state their charge rates for each service plan specified. The unit charge rate shall be fixed through the term of the contract:

9.2. VOLUME DISCOUNT

Bidder shall provide a percentage discount they propose to offer the State for the aggregate usage bill (all users):

VOLUME DISCOUNT

\$ 100,000 to \$ 149,999 per month
\$ 150,000 to \$ 199,999 per month
\$ 200,000 to \$ 249,999 per month
\$ 250,000 to \$ 299,999 per month
\$ 300,000 Plus per month

9.3. DISCOUNT ON ACCESSORIES

Bidders shall provide the percentage discount they will offer to the State for all accessories which are purchased, (i.e., batteries, battery chargers, cases, etc.), purchased separately from those items which are part of the equipment included with the service.

9.4. OTHER DISCOUNT PROPOSALS

If the bidder proposes offering a discount to the State other than in the format previously proposed in the RFP, the bidder shall detail the discount structure and conditions required to qualify for a discount. (For example, are “global” discounts being offered across the all service classes, or are discounts limited to services greater than \$19.99.)

Additionally, Bidders should include any pro-offered discount pricing schemes in the Appendix D – Bid Quotation Response.

9.5. EMPLOYEE DISCOUNT PROGRAM

Bidders are encouraged, but **not required**, to provide discounted services to employees associated with the State of Delaware and its agencies. If a program is available and will be extended to State associates, the Bidder is requested to provide information at the time of your bid submission.

Any employee discount pricing program offered will be separate from the State’s solicitation for cellular and data equipment and services bid and **will not** impact scoring. If a discount is offered by a provider, there is no requirement that the discounts offered to employees match the pricing being submitted in response to the State’s bid.

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APPENDIX B - BID QUOTATION REPLY SECTION

DIRECTIONS:

Bidders shall submit fixed pricing for the service items listed in the RFP. Prices bid shall remain fixed throughout the life of this contract. In addition, the bidder shall agree to pass along to the State any price adjustments that are offered in any generally published price promotion, or changes that are implemented during the course of the contract and the contract renewal periods.

Bidders should "fill in" and complete all pricing plans provided below (Sections A through E). Bidders shall include any additional pricing alternatives that will be offered to the State. The State, upon selection of the winning bidder, shall determine which plans make the most fiscal and economic sense for the State to meet its cellular and data services objectives.

SECTION A – VOICE SERVICES:

PLAN A:

Plan Type	INDIVIDUAL FLAT RATE
Type Minutes	ANYTIME
Number Minutes	NONE
Nationwide Long Distance	INCLUDED
Roaming Charges	INCLUDED
Nights & Weekends *	INCLUDED
FLAT RATE MONTHLY ACCESS CHARGE	<div>\$</div>
PER MINUTE CHARGE	<div>\$</div>

* Please specify the times night and weekend minute exemptions begin and end.

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PLAN B:

Plan Type	INDIVIDUAL MONTHLY	INDIVIDUAL MONTHLY	INDIVIDUAL MONTHLY
Type Minutes	ANYTIME	ANYTIME	ANYTIME
Number Minutes	450	900	1200
Nationwide Long Distance	INCLUDED	INCLUDED	INCLUDED
Roaming Charges	INCLUDED	INCLUDED	INCLUDED
Nights & Weekends *	INCLUDED	INCLUDED	INCLUDED
FLAT RATE MONTHLY ACCESS CHARGE	\$	\$	\$
OVERAGE RATE PER MINUTE	\$	\$	\$

* Please specify the times night and weekend minute exemptions begin and end.

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PLAN C:

Plan Type	BUSINESS SHARE*	BUSINESS SHARE*	BUSINESS SHARE*
Type Minutes	ANYTIME	ANYTIME	ANYTIME
Number Minutes	700	1200	1500
Nationwide Long Distance	INCLUDED	INCLUDED	INCLUDED
Roaming Charges	INCLUDED	INCLUDED	INCLUDED
Nights & Weekends **	INCLUDED	INCLUDED	INCLUDED
FLAT RATE MONTHLY ACCESS CHARGE - 2 people	\$	\$	\$
ADDITIONAL MONTHLY CHARGE FOR EXTRA LINE	\$	\$	\$
HOW MANY LINES MAY BE TIED TO EACH SHARE PLAN?			
OVERAGE RATE PER MINUTE	\$	\$	\$

*Refers to plans that offer the State ability to pool minutes across a number of users.

** Please specify the times night and weekend minute exemptions begin and end.

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PLAN D:

Plan Type	UNLIMITED
Type Minutes	ANYTIME
Number Minutes	UNLIMITED
Nationwide Long Distance	INCLUDED
Roaming Charges	INCLUDED
Nights & Weekends *	INCLUDED

FLAT RATE MONTHLY
ACCESS CHARGE

\$

PLAN E:

Plan Type	PUSH-TO-TALK (PTT)
Type Minutes	ANYTIME
Number Minutes	UNLIMITED
Nationwide Long Distance	INCLUDED
Roaming Charges	INCLUDED
Nights & Weekends *	INCLUDED

MONTHLY CHARGE FOR
OPTIONAL PTT PLAN

\$

The State accepts that PTT plan access is limited to hardware devices with pre-built PTT features.

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SECTION B – SMARTPHONE SERVICES:

PLAN A:

Plan Type	NO VOICE PLAN
Type Minutes	ANYTIME
Number Minutes	UNLIMITED
Nationwide Long Distance	INCLUDED
Roaming Charges	INCLUDED
Nights & Weekends	INCLUDED
Data Usage	UNLIMITED

MONTHLY CHARGE FOR
SMARTPHONE USAGE

\$

PLAN B:

Plan Type	WITH VOICE PLAN
Type Minutes	ANYTIME
Number Minutes	UNLIMITED
Nationwide Long Distance	INCLUDED
Roaming Charges	INCLUDED
Nights & Weekends	INCLUDED
Data Usage	UNLIMITED

MONTHLY CHARGE FOR
SMARTPHONE USAGE

\$

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SECTION C – MOBILE DATA SERVICES:

PLAN A:

Plan Type	DATA ACCESS
Type Access	ANYTIME *
Number Megabytes	UNLIMITED
MONTHLY CHARGE	<div>\$</div>

* Access to Mobile Data Services is not limited geographically to any location within the continental US.

PLAN B:

Plan Type	DATA ACCESS
Type Access	ANYTIME *
Number Megabytes	250 MB
MONTHLY CHARGE	<div>\$</div>
Per MB CHARGE IN EXCESS OF CONTRACTED LIMIT	<div>\$</div>

* Access to Mobile Data Services is not limited geographically to any location within the continental US.

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SECTION D – CREDITS & DISCOUNTS:

VOLUME DISCOUNT

	PERCENTAGE DISCOUNT
\$100,000 to \$149,999 per month	<div>%</div>
\$150,000 to \$199,999 per month	<div>%</div>
\$200,000 to \$249,999 per month	<div>%</div>
\$300,000 Plus per month	<div>%</div>

DISCOUNT ON OPTIONAL ACCESSORIES

DISCOUNT OFF ACCESSORIES CATALOG	<div>%</div>
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OTHER PROPOSED DISCOUNT OFFERINGS

Please list below, or attach, any discounts proposed by your company that will applied to the rates requested, and identify any limitations to discounts offered.

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SECTION E – OPTIONAL PRICING :

Please attach any other pricing plans and/or options that your firm would like the State of Delaware to consider.

Additionally, Bidder shall provide a current listing of equipment available under the proposed pricing structure that has been offered in the RFP (Listed as Item #7 in the Proposal Checklist below).

STATE OF DELAWARE
Office of Management and Budget
Government Support Services
PROPOSAL REPLY SECTION
CONTRACT NO. GSS15384-CELL_DATA_SVC
CELLULAR AND DATA EQUIPMENT AND SERVICES

PROPOSAL CHECKLIST

The proposal reply section must contain the following:

1. Cover Letter
2. Table of Contents
3. Short Description of Company History
4. A signed and notarized copy of the Non-Collusion Agreement – Attachment 2
5. Responses to RFP and Appendix A, Scope of Work – with the bidder approval or exception to all criteria, and support documentation, except pricing and equipment.
6. A copy of the Bid Quotation Reply Section – Appendix B, filled out with pricing for evaluation purposes, which includes the following items:
 - Sections A, B and C – Standardized service plans referred to in Section 1.4.3. for Wireless, Smartphone and Mobile Data.
 - Section D – Credits and discounts for volume, accessories, or other
 - Section E – Optional plan pricing
7. List of Equipment Available and Costs Associated – list of free and upgrade equipment available to the State at the time of proposal submission.
8. Provide information identifying your company as an E-rate compliant Bidder, and identify any and all limitations to participation in the program (as it relates to the State of Delaware).
9. Copy of Bidder Service Agreement – if applicable (i.e. separate contract that Bidder requires the State of Delaware to sign)
10. Three Years of Financial Reporting (balance sheets & income statements)
11. Three Business References – references of similar size and scope to RFP (Attachment 6)
12. Exception Items (Attachment 3) – Bidder shall separately list, on Attachment 3, all items where an exception has been taken in response to the RFP. Exceptions shall note, RFP page number associated with exception and Section number if appropriate. **Exceptions listed within the Vendors Proposal will not be considered.**
13. Six (6) total copies of Proposal Response – two (2) paper and four (4) electronic

The Bidder is required to submit two (2) paper copies of the above referenced materials (Items 1 – 11 of the proposal checklist). One copy, with original signatures, shall be marked as “MASTER COPY”. The second copy does not require original signatures.

Additionally, the Bidder shall submit four (4) electronic copies of their RFP response, with pricing in a separate file, saved in its entirety, on CD or DVD media disk.

All six (6) copies (two paper and four electronic) shall be sealed in an envelope and clearly marked with the Bidder name and displaying “Contract #GSS15384-CELL_DATA_SVC”.

Failure to supply all copies or any other item listed in the proposal reply section may deem the Bidder’s bid “un-responsive”. The State may remove any un-responsive bid from further consideration and without recourse.

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All materials must be sent to the following location:

**State of Delaware
Office of Management and Budget
Government Support Services
Attn: Roxann Parker
100 Enterprise Place, Suite 4,
Dover DE 19904**

All materials MUST arrive by no later than 1:00 p.m. EDT, Wed., July 8, 2015, at which time proposals shall be opened. Any proposal which is received after this time will be removed from any further consideration.

PUBLIC PROPOSAL OPENINGS

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the bidder(s), not to serve as a forum for determining the apparent low bidder. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

After receipt of a fully executed contract(s), the Delaware public and all bidders are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

NOTE: ONLY THE BIDDER'S NAME AND ADDRESS WILL BE READ AT THE OPENING